

LeMars

LeMars City Empl. Barg. Unit (Mixed)

7/1/2006 6/30/2011

LEMARS / CITY EMPL. BARG. UNIT (MIXED)

06-11

**MASTER CONTRACT  
BETWEEN  
CITY OF LE MARS, IOWA  
AND  
LE MARS CITY EMPLOYEES BARGAINING UNIT  
2006-2011**

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## **ARTICLE 1: Definitions**

- A. **Employer**: As used in this Agreement, the term "Employer" shall mean the City of Le Mars, Iowa.
- B. **Association**: As used in this Agreement, the term "Association" shall mean the Le Mars City Employees Bargaining Unit.
- C. **Part Time Employees**: As used in this Agreement, a "part-time Employee" is one who is scheduled to work for a period of less than forty (40) hours per week.
- D. **Temporary Employee**: As used in this Agreement, a "temporary Employee" is one who is hired for a period of one hundred eighty (180) consecutive calendar days, or less. Temporary Employees shall not be covered by the terms of this Agreement.
- E. **Full-Time Employee**: As used in this Agreement, a "full-time Employee" is one who is scheduled to work forty (40) hours per week or more year round.
- F. **Probationary Employee**: As used in this Agreement, a "probationary Employee" is an Employee who has not yet completed one hundred eighty (180) consecutive calendar days of service to the City of Le Mars.
- G. Except where the context clearly indicates otherwise, the word "Employee" when used in this Agreement shall be limited to full-time nonprobationary Employees.
- H. The Bargaining Unit covered by this Agreement consists of:  
**INCLUDED**: All regular full-time and regular part-time City Employees of the City of Le Mars as follows: **POLICE**: All Lieutenants, Sergeants, Senior Patrolmen, Patrolmen and Police Secretary. **WASTEWATER TREATMENT PLANT**: All Plant Operators and Operators/Lab Technicians. **CITY CLERICAL**: Secretaries (except as excluded below). **PUBLIC WORKS**: All Entry Level Equipment Operators, Equipment Operators, and Mechanics. **WATER DEPARTMENT**: All Operators and Meter Readers. **CITY ENGINEERING**: All Draftpersons, Draftpersons/Inspectors and Engineering Technicians. **LIBRARY**: All Library Employees. **CAMPUS**: All Campus Building/Maintenance Workers, and Campus Boiler/Maintenance Workers.  
  
**EXCLUDED**: City Administrator, City Operations Manager, City Business Manager, Chief of Police, Police Captain(s), Police Office Manager, Wastewater Treatment Plant Superintendent, Assistant Wastewater Treatment Plant Superintendent, City Clerk, Assistant Business Manager, City Administrative Assistant, Deputy Clerk, Bookkeeper, Billing Clerk, Public Works Superintendent, Public Facilities Supervisor, Assistant Public Works Supervisor, Street Department Supervisor, City Engineer, Assistant City Engineer, Water Department Superintendent, Assistant Water Department Superintendent, Library Director, Fire Chief, Code Enforcement Officer, Recreation Director, Community Development Director, Campus Supervisor, all hospital Employees and all other persons excluded by Section 4 of the Public Employment Relations Act.

## ARTICLE 2: Wages

### A. Salary Schedule for Employees.

The Salary for each Employee is set out in Schedule A which is attached to and made a part of this agreement. The Salary Schedule will be increased by 5% the first year of the contract (2006-2007) for all Employees and/or classifications. The Salary Schedule will be increased by 3.5% the second year of the contract (2007-2008) for all Employees and/or pay classifications. The Salary Schedule will be increased by 3.75% the third year of the contract (2008-2009) for all Employees and/or pay classifications. The Salary Schedule will be increased by 4% the fourth year of the contract (2009-2010) for all Employees and/or pay classifications. In the fifth year of the contract (2010-2011) wages in this section of Article 2 and Salary Schedule A shall be open for negotiation. All other parts of this contract are closed in the fifth year.

### B. Paydays

Employees shall be paid every other week within five (5) days after the end of the pay period.

### C. Shift Differential

Any Employee who performs work between the hours of 6:00 p.m. and 11:00 p.m. shall receive a shift differential of One Dollar (\$1.00) per hour for each hour worked between 6:00 p.m. and 11:00 p.m. for the contract (2006-2011).

Any Employee who performs work between the hours of 11:00 p.m. and 6:00 a.m. shall receive a shift differential of One Dollar and fifty cents (\$1.50) per hour for each hour worked between 11:00 p.m. and 6:00 a.m. for the contract (2006-2011).

Library Employees who work between the hours of 6:00 a.m. and 6:00 p.m. on Saturday and Sunday shall receive a shift differential of One Dollar (\$1.00) per hour for each hour worked between 6:00 a.m. and 6:00 p.m. on Saturday and Sunday for the contract (2006-2011).

This shift differential shall not change the basic hourly rate of pay for computing overtime, call-back, or court appearance pay.

### **ARTICLE 3: Overtime**

#### **A. Overtime For Police Employees**

All work performed by Police Employees in excess of one hundred fifty (150) hours but less than one hundred sixty-five (165) hours in a twenty-seven (27) day work period shall be compensated on an hour-for-hour basis with compensatory time off. Compensatory time may be accumulated to a maximum of forty (40) hours. Employees who have accumulated forty (40) hours of compensatory time shall be paid in cash for additional hours of work.

All work performed by Police Employees in excess of one hundred sixty-five (165) hours in a twenty-seven (27) day work period shall be paid at one and one-half (1 1/2) times the employee's regular rate of pay.

In lieu of a Police Employee receiving Overtime pay, overtime hours worked may be applied into comp time at a rate of one and one half (1 1/2) times per hour worked and the maximum comp time will be waived. Police Employees are eligible for this option after fifteen (15) years completion of service to the City for a maximum of three calendar years running in one year increments. The Participating Police Employee shall give thirty calendar days written notice to the City before beginning this option on Comp time. (NOTE: Interpretation of this paragraph as it relates to the Municipal Fire and Police Retirement fund contributions is subject to MFPRS overview).

Any Mandatory Scheduled Training, Program or Meeting that Police Employees are required to attend when not regularly scheduled to work shall be paid a minimum of two (2) hours.

#### **B. Overtime For All Other Employees**

All work performed by other Employees in excess of forty (40) hours per week shall be paid at one and one-half (1 1/2) times the Employee's regular hourly rate. When requested by an employee and when authorized by the employee's Department Head, time off at the rate of one and one-half (1 1/2) the overtime hours worked by an employee may be granted in order to compensate for and in lieu of overtime payment. An employee shall be allowed to accrue up to forty (40) hours of compensatory time. Use of compensatory time shall be subject to the authorization by the employee's Department Head. An employee who retires or otherwise terminates his employment with the City of Le Mars shall be paid for any accrued and unused compensatory time up the maximum of forty (40) hours.

#### **C. Approval of Overtime**

No Employee shall be compensated for overtime work unless such work has been approved by the Employee's supervisor.

D. Computation of Overtime

Holidays, Vacation Days, Sick Days and Funeral Days shall be counted as days worked for purposes of computing overtime. All other days on which an Employee does not work shall not be counted as days worked for purposes of computing overtime. This includes all Employees with the exception of the Police Department personnel.

E. Use of Compensatory Time for Police Employees

The use of compensatory time shall be subject to the discretion of the Chief of Police. Accrued compensatory time not used by December 15 or June 15 shall be paid for in cash at their regular hourly rate of pay.

F. Call-Back Pay

Employees called back to work outside their normal workday for a period of time which does not adjoin their normal workday shall be paid a minimum of two (2) hours at one and one-half (1 1/2) times their regular hourly rate of pay. Employees called back to work may be required to work if needed, for up to two (2) hours.

G. Court Appearance Pay For Police

A Police Employee who, pursuant to a subpoena, court order, or order of the Chief of Police, appears in court when not regularly scheduled to work shall be paid a minimum of two (2) hours and shall be paid for all hours actually worked as a result of the court appearance. On an instance when the court appearance is canceled by the court and the Officer does not receive notice of the cancellation by the end of the prior clerk of court work day, the minimum of two (2) hours shall apply. Any fees or remuneration the Employee receives for the court appearance shall be turned over to the Employer.

H. Stand-By Pay

This Section shall apply to any and all employees of the City who are required to be on standby as directed by their respective Department Head/Supervisor. Standby pay shall be applicable when the Department Head/Supervisor requires mandatory accessibility. Standby pay shall NOT be applicable when the Department Head/Supervisor requests voluntary accessibility.

Snow Removal shall be excluded from standby pay provision unless it has been declared an Emergency by the Department Head/Supervisor.

An employee who is on stand-by status shall receive forty dollars (\$40.00) for each twenty-four hour period that he/she is on stand-by Status. Compensation for stand-by periods less than 24 hours shall be pro-rated, but in no event shall an employee receive less than twenty-five dollars (\$25.00) for a period of stand-by service. Employees on stand-by status are required to report to duty within 30 minutes from the time the employee was

notified of the call out.

This stand-by pay shall not change the basic hourly rate of pay for computing overtime or call-back pay. If an Employee who is on stand-by is called in to work, the Employee shall be paid in accordance with the call-back pay provision of this Article and stand-by pay will not be paid for those hours actually worked and compensation under the call-back provision.

#### **ARTICLE 4: Insurance**

##### **A. Group Medical, Group Life and Group Dental Insurance**

All full-time employees shall have the option to be covered by group medical, life and dental insurance policies. The City has the right to change Insurance companies, self insured plans and third party administrators as long as it provides comparable benefits. The City may offer to the employee on an individual basis a voluntary cash option in lieu of Insurance coverage or specific insurance plans. The following changes are being made to the basic health insurance coverage currently offered:

July 1, 2006- June 30, 2007:

No Premium contribution by employee

Office visit: \$15 copay. Limit of \$500 per office visit, after \$500 applies against deductible and coinsurance\*

Chiropractic: \$20 copay 18 visits per plan year, per insured -- 50% coinsurance after 18 visits

Emergency Room: \$75 copay, then deductible and coinsurance

Prescription: 10/20/50 copay Mail order: 20/40/100 copay

(Prescription reimbursement is limited to generic level if there is a generic drug available and there is not a medical reason for the failure to use the generic drug.)

(\* This applies to all coverages which currently have a \$10 copay with the exception of Chiropractic)

July 1, 2007-June 30, 2008:

Premium contribution by employee - 5% single or 5% of any multiple person rate.

July 1, 2008-June 30, 2009:

Premium contribution by employee - 5% single or 5% of any multiple person rate.

July 1, 2009 and subsequent years:

Premium contribution by employee - 10% single or 10% of any multiple person rate.



The premium contributions will be withheld from the employee's paycheck on a proportionate basis over the course of the plan year.

The City will pay all premiums for life and dental benefits.

The City is voluntarily creating an Insurance Advisory Committee. The Committee will be organized during December, 2005. The Le Mars Employee Association will be asked to select two members to serve on the Committee. The Committee will be chaired by a member of the City Council. The Committee is purely advisory and serves at the pleasure of the City Council.

B. Coverage

Coverage will begin and end at such times as are set out in the policies, and an Employee and his/her family, if such coverage is elected, will be covered only in accordance with and to the extent provided by the terms of the policies.

**ARTICLE 5: Hours**

A. Workday

1. Police Employees

The normal workday for Police Employees shall be ten (10) hours, including the Employee's lunch period.

2. Other Employees

The normal workday for other Employees shall be eight (8) hours, excluding the Employee's lunch period.

3. Split-Shift Assignments

The City agrees that it will not implement any split-shift assignments prior to providing notice to the Association and an opportunity to bargain.

B. Work Period

1. Police Employees

The regular work period for Police Employees will be a period of twenty-seven (27) days beginning at 12:00 a.m. midnight and ending at 11:59 p.m. twenty-seven (27) consecutive days thereafter. Full-time Police Employees will work one hundred fifty (150) hours in the twenty-seven (27) day work period unless a greater or lesser number of hours of work is required as determined by the Chief of Police. Part-time Police Employees will work the number of hours designated by the Chief of Police.

2. Other Employees

The regular work period for all other Employees shall be one hundred sixty-eight (168) consecutive hours beginning at 12:00 a.m. midnight on Monday and ending at 11:59 p.m. on the following Sunday. Full-time Employees will work forty (40) hours in a work period unless a greater or lesser number of hours of work is required as determined by their supervisor. Part-time Employees will work the number of hours designated by the Department Head.

C. Meal Period

Police Employees shall be granted a one-half hour meal period with pay scheduled at the approximate middle of the shift and shall remain on call during this meal period.

Other Employees, except employees working in City Hall and the Library, shall be granted a one-half hour meal period without pay scheduled at the approximated middle of the shift.

Employees working in City Hall or in the Library shall be granted a one-hour meal period, without pay scheduled at the approximate middle of the shift.

D. Work Breaks

Full-time Employees shall be granted one (1) fifteen (15) minute rest period in the first half-shift and one (1) fifteen (15) minute rest period in the second half-shift. Part-time Employees shall be granted one (1) fifteen (15) minute rest period. The break times will be designated by the Employee's Department Head, or the Department Head's designee, and may be changed to meet the operational needs of the City, and may, at the discretion of the Department Head, or the Department Head's designee, be scheduled in conjunction with the meal period. The "break" time is considered as total time from the duties of the individual.

E. Closings Due to Weather or Emergencies

If because of inclement weather conditions or some other emergency the Business Manager directs Employees not to report to work, or to leave work prior to their

scheduled dismissal time, or to report for work after their scheduled arrival time, employees shall be paid for hours they were scheduled to work but did not work due to the Business Manager's directive. Unless Employees are directed not to work or have been granted a paid leave, they will be required to work in order to be paid.

## **ARTICLE 6: Leaves of Absence**

### **A. Sick Leave**

#### **1. Uses of Sick Leave**

Sick leave shall be used for personal illness and injury only, unless some other use is permitted by this Article.

#### **2. Rate of Accumulation**

Employees shall earn one (1) day of sick leave for each month of completed service. A day shall be equivalent in length to the Employee's regular workday. Benefits for part-time Employees will be proportionate to their part-time service.

#### **3. Maximum Accumulation**

Employees shall have the right to accumulate unused sick leave with no maximum accumulation.

#### **4. Limitations Upon Accumulation**

Employees may not earn sick leave during periods when they are absent due to layoff or when they are on extended unpaid leave of absence.

#### **5. Physician's Statement**

The Employer reserves the right to require a physician's statement for any absence due to illness or injury and also reserves the right to request a physician's statement verifying the Employee's ability to perform work required. The decision by the Employer to require a physician's statement will be made by the Business Manager.

#### **6. Probationary Employees**

Upon successful completion of their probationary period, probationary employees shall be credited with sick leave benefits retroactive to their date of employment in accordance with the accumulation provisions Article 6, Section 2.

7. Notice to Employer

To be eligible for sick leave payment, an Employee shall notify his/her supervisor as soon as possible but, in any event, at least one hour prior to the starting time of the Employees work day. If an emergency prevents an employee from giving the required one-hour notice, the Employee will provide as much notice as possible and explain the emergency to his/her supervisor. Employees are required to explain the reason for their absence and the date on which they intend to return to work. If there is any change in the date on which the Employee intends to return to work, the Employee will notify his/her supervisor of the change as soon as possible.

8. In case of injury or illness, an employee knows he/she will be off work for 30 days or more, the City would be able to hire a temporary employee to work in a capacity to help ease the vacancy created by such said employee. When the temporary person is hired, he/she will be informed approximately how long the employment will last and be given a one week notice when the regular employee would return and the temporary employee would be terminated.

In case of injury or illness and temporary person is hired, any employee, regardless of sick leave accumulated, would not have their job terminated or job description terminated for up to one year, unless the regular employee terminates employment in writing.

B. Funeral Leave

1. Benefits

A leave with pay of up to three (3) consecutive work days per occurrence shall be granted in case of a death of the Employee's relative or acquaintance. The period of funeral leave must include or encompass the day of the funeral, and the leave days used must be taken within seven (7) calendar days of the first day on which leave is used. Additional days may be approved by the employee's department head and/or City Administrator.

2. Charged To Sick Leave

Funeral leave will be charged to sick leave.

C. Court and Jury Duty Leave

Any Employee who is summoned for jury duty during working hours or subpoenaed to appear in any court or administrative agency proceeding in which he/she is not a party during working hours shall be provided leave for such duty and/or appearances. Any fees or enumeration the Employee receives during such leave shall be turned over to the Employer. Employees who are summoned for jury duty or who are subpoenaed to appear in a proceeding shall notify their

supervisor or the Business Manager. If the City's operations would be adversely affected by the employee's absence, the City will assist the Employee in seeking to be excused from responding to the summons or subpoena.

D. Military Leave

Military leave will be provided in accordance with the terms set out in the Code of Iowa.

E. Family Illness Leave

If, due to the illness or injury of an Employee's family member, an Employee is required to provide care, a leave of up to twelve (12) days per year will be provided to the Employee. This leave will be charged to the Employee's sick leave. Additional days may be approved by the employee's department head and/or the City Administrator.

**ARTICLE 7: Holidays**

A. Holidays Recognized

1. Police Employees

Police Employees shall receive one hundred (100) hours of straight time pay in lieu of the holidays granted to other Employees. The remaining provisions of this article shall apply only to other City Employees. The pay in lieu of holidays shall be paid in prorated equal amounts each pay period. Police Employees shall receive one personal day which will be scheduled by mutual agreement with the Chief of Police. The personal holiday may not be carried over from contract year to contract year, nor shall it be granted to an Employee upon termination of employment if it has not been used. Employees will not be permitted to work their personal holiday.

2. Other Employees

a. All Employees shall receive the following paid holidays:

New Year's Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
Floating Christmas Holiday (see A (2) (b))  
Personal Holiday (see A (2) (c))

- b. The Floating Christmas Holiday shall be selected by The Association and The City by majority vote of employees.
- c. Each regular full-time Employee shall receive two (2) personal holidays which will be scheduled by mutual agreement with the employee's supervisor. The personal holidays may not be carried over from contract year to contract year, nor shall they be granted to an Employee upon termination of employment if it has not been used. Employees will not be permitted to work their personal holiday.

B. Observance of Holidays

If a holiday falls on a Saturday, the preceding Friday will be observed as the holiday, and if a holiday falls on a Sunday, the following Monday will be observed as the holiday.

C. Eligibility For Holiday Pay

No Employee who has been laid off, or discharged, or who is under suspension, will be eligible for holiday pay.

D. Pay For Holidays

Employees eligible for holiday pay shall receive as holiday pay their normal rate of pay at straight time up to a maximum of eight (8) hours for each holiday. Part-time Employees shall receive as holiday pay their normal rate of pay at straight time for a number of hours equal to their average daily hours for each holiday.

E. Holidays During Vacations

If a recognized holiday falls during an Employee's vacation period, the holiday shall not be charged against the Employee's vacation leave.

F. Holiday Premium Pay

Employees required to work on a recognized holiday shall be paid at the rate of one and one-half (1 1/2) times their normal hourly rate of pay for the actual number of hours worked and shall receive holiday pay as set out in Section (D) of this Article.

## **ARTICLE 8: Vacations**

A. Vacation Benefits

Full-time Employees shall accrue vacation leave on the following basis:

<u>Length of Service</u>	<u>Rate of Accumulation</u>
1 Year (0 -12 Months)	6 working days a year (1/2 day per month)
2-5 Years (13 - 60 Months)	12 working days a year (1 day per month)
5-10 Years (61 - 120 Months)	15 working days a year (1.25 days per month)
10-15 Years (121 - 180 Months)	18 working days a year (1.5 days per month)
Over 15 Years (181 Months and Above)	21 working days a year (1.75 days per month)

Part-time Employees shall accrue vacation in a ratio proportionate to their part-time service.

B. Limitations

1. Vacation will be accrued but may not be used during the Employees first six months of employment.
2. Accrued vacation leave may be accumulated to a maximum of twenty-one (21) days. After any Employee accumulates twenty-one (21) days of vacation leave, no additional vacation leave will accrue.
3. No Employee shall be entitled to vacation pay in lieu of vacation leave.
4. Prior to the completion of six months of Employment, Employees will not be paid for accrued vacation upon termination of employment. After the completion of six months of employment, Employees will be paid for accrued unused vacation leave. Payment will be based upon the Employee's accumulation at the end of the previous month.

C. Scheduling

Scheduling of vacations shall be subject to the approval of the Employee's Department Head and the operational needs of the City. Consideration shall be given to the Employee's preference, and in the case of a conflict in Employee's vacation selection, the Employee with the greatest length of service shall be given preference.

**ARTICLE 9: Health , Safety and Public Relations Matters**

A. Health Matters

Upon initial employment all Employees shall provide satisfactory medical evidence of physical fitness to perform assigned duties. After initial employment, the Employer may require satisfactory medical evidence of physical and mental fitness to perform assigned duties. The City shall pay for any required medical examinations.

The City will make available to Police Officers exercise equipment and proper facilities which will aid in the mandatory physical fitness program that has been implemented by the City Police Department.

B. Safety Matters

The Employer shall provide, and Employees shall be required to use, protective clothing and equipment in accordance with applicable state and federal law. The Employer shall schedule, and Employees shall be required to attend, safety meetings on a regular basis. The Employer and the Union shall each appoint three (3) persons to serve on a Safety Committee which shall meet once each quarter on a date designated by the Chairman of the Committee. The Safety Committee shall make recommendations to the Business Manager with regard to the elimination of safety hazards or safety deficiencies, and the establishment of safety rules and safe work methods. The Safety Committee shall maintain minutes of its meetings and provide a copy of the minutes to the Business Manager. The Chairman of the Committee will post a copy of the minutes on the bulletin board of each department.

C. Public Relations

Employees will be required to take Public Relations Training.

**ARTICLE 10: Transfer Procedures**

A. Definitions

A "transfer" shall be defined to mean a movement from one Bargaining Unit position to another Bargaining Unit position.

B. Voluntary Transfer Procedure

If the Employer decides to fill a vacancy, the Employer will concurrently advertise for applicants from outside the bargaining unit and post the vacancy and seek applications from within the Bargaining Unit. The vacancy shall be posted for five (5) working days, and employees who wish to apply for a transfer shall make written application for transfer within said five (5) day period. Transfers within the Bargaining Unit shall be made on the basis of qualifications, evaluations, ability to perform the work, and seniority.

C. Involuntary Transfer Procedure

A temporary transfer is a transfer for a period of six (6) months or less. If the Business Manager determines that a temporary involuntary transfer should be made, he/she will notify the Employee as soon as possible prior to the transfer and shall, upon written request, provide a statement of the reason for the transfer. The transfer shall be based upon the operational procedures and needs of the City as determined by the Business Manager. If the temporary transfer is for ten (10) working days or less in a contract year,



the employee shall be paid his/her regular rate of pay. If the temporary transfer is for more than ten (10) working days in a contract year, then on the eleventh working day on which an employee performs work in a position to which he/she has been transferred, the employee will be paid his/her regular rate of pay or the pay for the position to which he/she has been transferred, whichever is higher.

D. Police Employees

Police Employees shall be governed by the provisions of Iowa Code Chapter 400 with respect to matters covered by this article.

**ARTICLE 11: Staff Reduction Procedure**

A. Classification

For purposes of staff reduction, Employees shall be classified by job classification within their department.

B. Procedure

If the Business Manager decides to lay Employees off, the Employees in the affected job classification shall be laid off in order of seniority with the least senior Employee being laid off first. The Business Manager will attempt to provide four (4) weeks notice, if practicable, and will provide two weeks notice, in any event, to the affected Employees prior to the effective date of the layoff.

C. Recall Procedures

Laid off Employees shall advise the Employer of their current address during layoff. If the Employer recalls Employees, Employees shall be recalled in the inverse order of layoff. Laid off Employees shall have recall rights for two (2) years from the effective date of their layoff.

Employees shall be entitled to be recalled only to a vacancy in the position in which they were employed at the time of the layoff or a vacancy in a position in which they were previously employed, and each Employee shall only be entitled to be recalled one time.

The Employer shall notify an Employee of his/her recall in writing by certified mail to the Employee's address on file in the office of the Business Manager. An Employee's failure to claim the letter within seven (7) calendar days or an Employee's failure to report to work within seven (7) calendar days after receipt of the letter shall result in the termination of the employee's recall rights.

D. Police Employees

Police Employees will be governed by the provisions of Iowa Code Chapter 400 with respect to matters covered by this article.

**ARTICLE 12: Evaluation Procedure**

A. Required Evaluations

Employees will be evaluated by the Employer at such frequency as the Employer may determine, but not less than annually.

B. Evaluation Conference

A conference regarding the evaluation shall be held between the Employee and the Evaluator following the completion of the written evaluation. A copy by both parties shall be given to the Employee.

C. Employee Response

All evaluation reports will be placed in the employee's official personnel file, and the Employee will be furnished with a copy of all reports. The Employee has the right to respond in writing to his performance evaluation, and such response shall become part of the evaluation report.

**ARTICLE 13: Grievance Procedure**

A. Definitions:

“Grievance” - Claim that there has been a violation of a provision(s) of this Agreement.

“Grievant” - An employee or group of employees filing the grievance.

“Grievance Report Form” - Written form set forth in Schedule B attached to this Agreement.

“Date of Official Act” - Date of which the City Council, City Administrator, Business Manager, Department Head or Department Supervisor made a decision regarding this Agreement giving rise to a grievance.

B. General Provisions:

- Before filing a grievance, all employees are encouraged to attempt to resolve the matter with City Administrative Staff.
- Steps must be followed in consecutive order and no step may be waived by either party.

- Number of days indicated shall be maximum days allowed. Accomplishing a step before the maximum days allowed is accepted, but does not change the maximum days for subsequent steps.
- No time extensions shall be allowed, except upon mutual agreement for family emergencies and/or family illness.
- Failure of Grievant to perform within maximum days allowed shall stop any further consideration of the grievance.
- Failure of City to perform within maximum days allowed shall permit Grievant to proceed to the subsequent step.
- Grievance Report Form shall be submitted by Grievant to Business Manager with the President of the Bargaining Unit's acknowledgement of support or non-support thereon.
- Arbitrator's decisions shall be final and binding upon all parties involved. Arbitrator shall not have authority other than to apply the terms and conditions specifically set forth in this Agreement. Arbitrator compensation and expenses shall be borne equally by City and Bargaining Unit.

#### **First Procedure - Business Manager Decision**

##### **Steps**

- |           |            |   |
|-----------|------------|---|
|           | Day 1 -    | Date of official act.   |
|           | 1 Day 21 - | Grievance Report Form shall be submitted to Business Manager and Bargaining Unit President.   |
| (6 Weeks) | 2 Day 28 - | Business Manager, Bargaining Unit President and Grievant discuss grievance and establish a hearing if necessary.                                |
|           | 3 Day 35 - | Business Manager, Bargaining Unit President and Grievant hold hearing with City Administrator, Supervisor, Department Head, etc. as applicable. |
|           | 4 Day 42 - | Business Manager decision submitted in writing to Grievant.   |

(2 Weeks)

#### **Second Procedure - City Council Decision**

- |           |            |  |
|-----------|------------|--|
|           | 5 Day 56 - | Grievance Report Form submitted to City Council.   |
| (4 Weeks) | 6 Day 70 - | Council Meeting - Discuss grievance and fact-finding.  |
|           | 7 Day 84 - | Council Meeting - Hearing and decision made. Business Manager communicate Council decision in writing to Grievant. |

(1 Week)

#### **Third Procedure - Arbitrator Decision**

- |  |            |   |
|--|------------|---|
|  | 8 Day 91 - | Bargaining Unit submit written arbitration request to |
|--|------------|---|

Business Manager.

- |           |    |           |   |
|-----------|----|-----------|---|
|           | 9  | Day 98 -  | Mutual agreement to select impartial Arbitrator.  |
| (6 Weeks) | 10 | Day 105 - | No mutual agreement/PERB select Arbitrator.   |
|           | 11 | Day 119 - | Business Manager, Grievant and/or their respective designees hold hearing with Arbitrator. Fact-finding and submit all information. |
|           | 12 | Day 140 - | Arbitrator decision submitted in writing to Business Manager and Grievant.  |

#### **ARTICLE 14: Seniority**

##### **A. Definition of Seniority**

Seniority is defined as an Employee's length of continuous service with the City from his/her most recent date of hire.

##### **B. Seniority Records**

The seniority records for employees shall be maintained by the Employer, shall be updated annually, and shall be provided to the Association upon request. Any protest as to the correctness of the list must be made in writing to the Employer.

##### **C. Termination of Seniority**

Seniority and the employment relationship shall be broken and terminated if any Employee quits for any reason, is discharged, is absent from work for three consecutive working days without notification to and authorization from the Employer, is laid off and fails to report to work within seven (7) calendar days after having been recalled, fails to report for work at the termination of a leave of absence, accepts other employment without Employer permission while on leave of absence for personal or health reasons, or is retired. Provided further that layoff of two (2) years or less, any suspension for disciplinary purposes, absence on authorized leave with or without pay and absence while receiving temporary total disability benefits under the Iowa Worker's Compensation Act, not to exceed one year, shall not constitute a break or interruption in service within the meaning of this Article.

##### **D. Police Employees**

Police Employees will be governed by the provisions of Iowa Chapter 400 with respect to matters covered by this Article.

### **ARTICLE 15: Longevity Pay**

Regular full-time and part-time employees who have been employed for five or more years are eligible for longevity pay. Longevity pay is based upon the number of years of an individual's continuous, uninterrupted employment with the City of Le Mars. Longevity pay will be paid only to current employees who have worked up to their anniversary date and will be paid on the last payday of the month in which the employee's anniversary occurs. The date of the employee's initial hiring at the beginning of his/her most recent period of five or more years of continuous city employment shall be used to determine the employee's anniversary date provided service has been uninterrupted. The Schedule of annual payments for eligible employees shall be as follows:

Payments will be made prospectively and will begin with employee anniversary dates which occur on or after July 1, 1991.

Years of Service	Amount
5-9	\$575.00
10-14	\$665.00
15-19	\$780.00
20 + years	\$900.00

### **ARTICLE 16: Buy Back Policy**

Regular full-time and part-time employees, based on continuous employment, upon termination, retirement, long-term disability or death, a percentage of their current hourly wage of sick leave shall be paid in one lump sum payment based on Schedule A or equal monthly payments for insurance coverage [according to the schedule of percentages listed below]. The Insurance Coverage may be at the employee selection and not limited to the City's Insurance Carrier.

Years of Service	Lump Sum Payment	Insurance
10-19	20%	45%
20+ Years	35%	70%

At 20 years of Service, the employee has the option upon retirement of paying half of the monthly insurance premium out of pocket and the other half from the employees sick time/buy back time until the account is exhausted. At that time the employee has the option of paying the total amount of the monthly insurance premium until the employee reaches an age where he/she qualifies for Medicare. Under no circumstances will the language of Article 16 be interpreted to allow a person to remain on the City's health insurance after they are Medicare eligible.

**ARTICLE 17: Duration and Signature Clause**

A. Duration of Agreement

This Agreement shall be effective July 1, 2006, and shall continue through June 30, 2011. There is a limited reopener for Article 2, Section A wages (Salary Schedule A) in the fifth Year of the contract starting July 1, 2010. All other articles and sections are closed through June 30, 2011.

B. Signature Clause

The parties have agreed to the terms set out above and, therefore, have directed their representatives to sign this Agreement on their behalf on the 6th day of December, 2005.

Le Mars City Employees  
Bargaining Unit

City of Le Mars

By [Signature]

By Vigil Van Beek Mayor

By Brenda L. Crabtree

By Dorely Langel, City Clerk

## SCHEDULE A

### Wage Schedule - Effective July 1, 2006 - June 30, 2007

#### Police Employees

Lieutenant	24.73	
Sergeant	23.43	
Senior Patrol Officer	22.03	
Patrolman	17.92	20.67

#### Salary Schedule Advancement Procedure For Police Employees

Officers in the Patrolman Category shall receive top Patrolman Rate at two years completion of service.

#### Other City Employees

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
Equipment Operator	15.80	16.73	17.65	18.61
Equipment Operator/Mechanic	16.40	17.40	18.17	19.35
Entry Level Equipment Operator	14.96	15.82	16.73	17.59
Secretary	10.55	11.16	11.79	12.44
Taxi Driver	8.68	9.20	9.69	10.16
Custodian	9.50	10.08	10.59	11.14
Assistant Library Director	14.04	14.86	15.65	16.42
Circulation Librarian	12.63	13.26	13.91	14.55
Cataloging Librarian	12.63	13.26	13.91	14.55
Children's Librarian	11.22	11.82	12.52	13.13
Library I	11.22	11.82	12.52	13.13
Library Aide	8.24	8.69	9.12	9.58
Draftsperson/Inspector	16.30	17.20	18.15	19.13
Draftsperson	15.30	16.17	17.08	17.97
Engineering Technician	21.68	22.97	24.28	25.54
Meter Reader	11.89	12.47	13.14	13.73
Police Secretary	11.82	12.41	13.06	13.69
Campus Bldg/Maintenance Worker	12.61	13.35	14.08	14.82
Campus Boiler/Maintenance Worker	15.00	15.94	16.86	17.65

## Salary Schedule Advancement For Other City Employees

Employees shall advance on the salary schedule as follows:

Step 1	0 - 6 months
Step 2	7 -12 months
Step 3	13 -24 months
Step 4	25 months +

Employees shall be placed upon the salary schedule based upon the number of consecutive months that they have been employed by the City from their date of hire in that position. Water & Wastewater Operators and Wastewater Lab/Technicians shall advance vertically in the Salary Schedule upon Grade Advancement. All other City Employees may advance vertically in the Salary Schedule upon Job Title/Position Transfer if they have experience and/or education to justify same, as determined by Department Head/Business Manager. Employees whose placement would result in a reduction in pay shall have their wage rate frozen until their months of service are sufficient to result in their placement in a step with a pay rate equal to or greater than their current rate of pay. Employees who become eligible for step advancement during the contract year shall be advanced on step effective on the first day of the month following the completion of the required number of months of service.

### Grade Classifications Water & Wastewater Operators

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
No Certification	14.42	14.72	15.04	15.34
Grade I	16.58	16.88	17.19	17.50
Grade II	18.68	19.01	19.32	19.64
Grade III	20.32	20.63	20.92	21.23
Grade IV	21.91	22.21	22.53	22.86

### Grade Classifications Wastewater Lab/Technicians

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
No Certification	15.97	16.28	16.59	16.89
Grade I	17.57	17.89	18.20	18.50
Grade II	19.15	19.47	19.78	20.11
Grade III	20.77	21.08	21.41	21.68
Grade IV	22.38	22.66	22.97	23.29



**SCHEDULE B**

**Grievance Report Form - City of Le Mars, Iowa**

Name of Grievant (please print):

Grievance #: \_\_\_\_\_ Date Filed:

A. Date Alleged Violation Occurred:

B. Section(s) of Contract Alleged to have been Violated:

C. Statement of Grievance:

D. Relief Sought:

Signature of Grievant:

Date Signed:

**Disposition of Grievance**

Signature of Business Manager:

Date Signed:

Date & Time Grievance received by Business Manager: